



**First American**

**First American Title Insurance Company**

818 Stewart St, Ste 800

Seattle, WA 98101

Phn - (206)728-0400 (800)826-7718

Fax -

**ESCROW COMPANY INFORMATION:**

Escrow Officer/Closer: **DENISE SCHAFER**

TeamSchafer@firstam.com

**First American Title Insurance Company**

5401 32nd Avenue NW, Suite 107, Gig Harbor, WA 98335

Phone: (253)851-1717 - Fax: (866)235-5160

**King County Title Team Three**

**11400 SE 8th Street, Suite 250, Bellevue, WA 98004**

**Fax No. (425) 635-2101**

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**PLEASE SEND ALL RECORDING PACKAGES TO 818 STEWART ST, STE. 800, SEATTLE, WA 98101**

To: **Benjamin Ryan Communities LLC**  
**10011 Bridgeport WAY SW , STE 1500-212**  
**Lakewood, WA 98499**

File No.: **4262-2312673**

Your Ref No.:

**Attn: Stephanie Gutierrez**

Re: Property Address: **12820 Northeast 100th Street, Kirkland, WA 98033**

**SECOND COMMITMENT**

## **COMMITMENT FOR TITLE INSURANCE**

Issued by

***FIRST AMERICAN TITLE INSURANCE COMPANY***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

***First American Title Insurance Company***

A handwritten signature in dark ink, appearing to read "Tim Daniels", written in a cursive style.

Tim Daniels, Title Officer

### **SCHEDULE A**

1. Commitment Date: September 23, 2014 at 7:30 A.M.
2. 

Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
Homeowner's Rate with 10% Combination Discount			
Eagle Owner's Policy	\$ 599,900.00	\$ 1,278.00	\$ 121.41

Proposed Insured:  
Benjamin Ryan Communities LLC, a Washington limited liability company
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee Simple  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
Margaret M. Malkowski, as her sole and separate property
4. The land referred to in this Commitment is described as follows:  
Real property in the County of King, State of Washington, described as follows:  
  
The land referred to in this report is described in Exhibit A attached hereto.

**SCHEDULE B  
SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

**SCHEDULE B  
SECTION II**

**GENERAL EXCEPTIONS**

**PART ONE:**

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this Commitment.

**SCHEDULE B  
SECTION II**

**EXCEPTIONS**

**PART TWO:**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Kirkland** is at **1.78 %**.  
Levy/Area Code: 1700
2. General Taxes for the year 2014. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.  
Tax Account No.: 332605-9153-02  
**1st Half**  
Amount Billed: \$ 2,097.78  
Amount Paid: \$ 2,097.78  
Amount Due: \$ 0.00  
Assessed Land Value: \$ 203,000.00  
Assessed Improvement Value: \$ 161,000.00  
**2nd Half**  
Amount Billed: \$ 2,097.77  
Amount Paid: \$ 0.00  
Amount Due: \$ 2,097.77  
Assessed Land Value: \$ 203,000.00  
Assessed Improvement Value: \$ 161,000.00
3. The land described in this commitment appears to be residential in nature and may be subject to the provisions of R.C.W. 6.13.010, et seq. (Homestead Statute) if the land is occupied as a primary residence. If the land is occupied as a primary residence, R.C.W. 6.13.060 requires that all documents conveying or encumbering the land must be executed by each spouse or domestic partner, individually. Alternatively, the Company will accept a deed identifying the non-vested spouse occupying the property as the grantor and the vested spouse as the grantee. In the event that the Company receives documents to insure that are not executed as required, the Company may be unable to record or to insure the transaction. Please contact your Title Officer if you have any questions.
4. The terms and provisions contained in the document entitled "License to Enter Property"  
Recorded: May 18, 1990  
Recording No.: 9005181031
5. The terms and provisions contained in the document entitled "Maintenance Agreement - Landscape Strip"  
Recorded: May 18, 1990  
Recording No.: 9005181078

6. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat No. SS-89-141 (Sunset Park) recorded under recording number 9005229001.
7. Easement, including terms and provisions contained therein:  
Recorded: December 10, 1990  
Recording Information: 9012100955  
In Favor Of: Puget Sound Power & Light Company, a Washington corporation  
For: Electric transmission and/or distribution system
8. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recorded: May 20, 1992  
Recording Information: 9205201000

Said Lot Line Adjustment contains an erroneous legal for Lot 7 and should be corrected and re-recorded.

<b>INFORMATIONAL NOTES</b>
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- A. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.
- B. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.
- C. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- D. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Lot 7, Sunset Park, City of Kirkland SP No. SS-89-141, Rec. 9005229001, King County  
APN: 332605-9153-02

- E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

Property Address: **12820 Northeast 100th Street, Kirkland, WA 98033**

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

## **CONDITIONS**

### **1. DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### **2. LATER DEFECTS**

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### **3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### **4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I  
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### **5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

cc: Benjamin Ryan Communities

cc: Margaret Malkowski





*First American*

**First American Title Insurance Company**  
818 Stewart St, Ste 800  
Seattle, WA 98101  
Phn - (206)728-0400 (800)826-7718  
Fax -



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

***FIRST AMERICAN TITLE INSURANCE COMPANY***  
**Exhibit "A"**

Vested Owner: Margaret M. Malkowski, as her sole and separate property

Real property in the County of King, State of Washington, described as follows:

Lot 7, Sunset Park, City of Kirkland Short Plat No. SS-89-141, recorded May 22, 1990, under Recording No. 9005229001, described as follows:

Beginning at the Southwest corner of said Lot 7, being the True Point of Beginning:

Thence North 01° 51' 27" East, a distance of 81.00 feet;

Thence North 51° 39' 02" East, a distance of 57.65 feet:

Thence South 88° 25' 27" East, a distance of 48.00 feet;

Thence South 59° 02' 13" East, a distance of 28.50 feet;

Thence South 45° 22' 07" East, a distance of 30.78 feet;

Thence South 01° 51' 27" East, a distance of 83.00 feet;

Thence North 88° 25' 27" West, a distance of 139.50 feet, to the True Point of Beginning.

(Being Lot 7, City of Kirkland Lot Line Alteration, recorded May 20, 1992, under Recording No. 9205201000).

Tax Parcel Number: 332605-9153-02

Situs Address: 12820 Northeast 100th Street, Kirkland, WA 98033